

**WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
RFP NO. 2010-015**

This project/contract is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA)

NOTE: *This If you obtain this RFP from any other method than from Washington's Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webs/>, you are responsible for sending your name, address, e-mail address and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.*

PROJECT TITLE:

WorkSource Business Services Marketing Campaign Creative Development

PROPOSAL DUE DATE: All proposals must arrive by 5:00 p.m. local time in Olympia, Washington, on Thursday, January 19, 2010.

E-mailed bids will be accepted. Faxed bids will not.

EXPECTED TIME PERIOD FOR CONTRACT: February 11, 2010, to December 31, 2010.

ELIGIBILITY REQUIREMENTS: This procurement is open to consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSAL:

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
 - A. Certifications and Assurances
 - B. Sample Contract Format with General Terms and Conditions

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Employment Security Department, hereafter called "Department," is initiating this Request for Proposal (RFP) to solicit proposals from individuals or organizations interested in providing creative services, including consultation, concept development, graphic design, photography, writing, and multi-media video production, for the development of the marketing campaign components described herein.

- Campaign concept
- Direct mail post cards
- One design template for a Web campaign landing page and up to 9 sub pages
- One e-blast news template
- One 31" x 90" display poster design
- One 3-minute multi-media presentation

The timeline for completing this project is extremely tight. It will require a focused effort and clear plan to meet an aggressive schedule. Consultants submitting proposals should present a detailed plan for how they will complete the creative work by the specified dates.

1.2 OBJECTIVES AND SCOPE OF WORK

The primary objective of this campaign is to support 12 WorkSource business-services teams in their efforts to increase the number of jobs posted with WorkSource and to help get unemployment-insurance claimants back to work.

The overall strategy of the 2010 WorkSource Business Services Marketing Campaign is to position WorkSource business-services teams as local labor-market experts through a mix of targeted direct mail and email blasts to businesses and business-oriented community organizations. The campaign will hinge on establishing relationships with local businesses by way of introduction, followup and follow-through. The marketing campaign will support these efforts by generating warm leads and assisting them in presenting WorkSource to individual business leaders and service organizations.

The creative concept, imagery and messaging of the campaign must be cohesive and consistently maintained at every touch point and in every component of the campaign. Each component must communicate clearly and concisely, to business owners, managers and human resource professionals, the value of establishing a relationship with their local WorkSource business-services team. This concept will be articulated consistently in all campaign components and must adhere to the WorkSource brand standards, as outlined in the WorkSource Brand Standards Guide attached.

The winning contractor will be provided a creative brief specific to the campaign. The creative brief will provide more detail regarding the scope of the work outlined below. The following will provide a general sense of what services will be expected.

- **Concept development - Due February 15, 2010**

The Contractor will immediately begin work to develop a campaign concept based on a creative brief and an initial meeting with the Business Services Marketing Manager to go over the campaign and answer any questions about the creative brief. Two distinct concepts should be presented, in person, in storyboard/sketch format. The winning firm will be expected to support its ideas by explaining the strategic thinking behind the concept.

- **Three direct mail post card offers/design variations – First one Due March 4, 2010**

Over the course of a 10-month period beginning in March 2010, the Department will send three direct-mail postcard offers, three times. These three offers have already been determined, and a marketing plan and schedule are in place outlining the entire campaign, including drop dates. The

first mailing is due to drop at the end of March 2010.

The Contractor will use the postcard component of the campaign to establish the creative tone and manner through a compelling design and concise, well written copy. The postcard design style and tone will inform the rest of the campaign elements and should translate easily to Web and video.

There will be a total of three offers which will require three design and messaging variations of the same overarching concept. Each postcard will be primarily focused on conveying WorkSource Business Services key value statements, as outlined in the creative brief. Each of the three postcard designs will contain a clear call to action that directs businesses managers to a campaign Web landing page to redeem the offer. While the postcard messaging should correspond with the offer, it is not entirely about the offer. The offer is meant to be a teaser and encourage people to visit the landing page. All messaging should stay on point with the value statements outline in the creative brief. The Contractor will be expected to provide ideas and direction about effective massaging and marketing strategies proven to achieve maximum direct mail penetration rates.

The first postcard offer is the first priority. This offer will mail in late March 2010 and then again in April and May. The second postcard offer does not mail until June 2010, and then again in July and August. Finally, the third postcard offer will be mailed in the fourth quarter (September, October and November 2010). The Contractor will be expected to prioritize the completion of other campaign components according to this schedule. Postcards two and three may be completed after all other campaign components have been completed.

- **Campaign landing page design – Due March 4, 2010**

Each component of the campaign will direct businesses to a marketing campaign landing Web page where the marketing messages will be expanded and promotional offers explained in detail and redeemed. The winning firm will establish a design template for the landing page based on the overall goals and objectives as outlined in the creative brief. The campaign landing page programming and development will be done internally by the WorkSource Web manager. ***The selected firm will be expected to perform design services only.*** Final design files should be provided as Adobe Photoshop PS files with layers intact in addition to a composite jpeg file at 100% size and built at 72dpi.

The campaign landing Web page will be a single-page design with nine sub-page layout options, based on content to be determined later by the Business Services Marketing Manger. The winning firm will be expected to consult on Web strategy, content and visual hierarchy as they relate to designing an effective marketing Web site, but will ***not*** be required to write content or perform site development. All content will be represented with “dummy copy” such as ***Lorem Ipsum***.

- **E-blast news template – Due April 1, 2010**

As a followup to the direct mail postcard, an e-blast newsletter will be sent directly from each of the 12 business-services managers to the same list of businesses. The e-blast news template will match the direct-mail postcards’ style and messaging, as well as the campaign Web landing page. The template should include a standard one-page layout that can be easily replaced each month by simply pasting a new article of the same length. The design should incorporate active links and serve as a bridge to the campaign Web landing page. The E-blast news template will require both design and development and should function properly when sent via Microsoft Outlook to any mail client accepting an HTML or RichText formatted document.

- **Display poster design – Due April 1**

Each of the 12 WorkSource business-services teams throughout the state will be equipped with a display that they will use at trade shows and other speaking engagements. The display is a 31"x90" full-color poster branded to match the marketing campaign. The winning firm will design the display poster and provide an editable digital file in Adobe InDesign and a press-ready Adobe Acrobat PDF.

- **Multi-media presentation – Due April 16, 2010**

The multi-media presentation is an integral component of this campaign. This 3- to 4-minute presentation will help business-services teams foster a dialogue about WorkSource. It will be used to present WorkSource to business managers in group settings, one on one, and via the Web. The presentation will help position WorkSource as a dynamic hub of prepaid employer resources designed to help businesses find qualified candidates, save money and be successful.

The Contractor will be expected to develop a script and storyboard that outlines how it will integrate narration, illustration, animation, music, photography, graphic design, video and other imagery to tell the WorkSource business services story.

The Business Services Marketing Manager will make available WorkSource archived video footage and photographs, but the Contractor should include in its proposal an estimate cost for shooting on location still photos and video in addition to production costs. It is important to note that the presentation does not require moving video, but should incorporate movement via animation or motion graphics. An example of the minimum standard for this presentation can be found at <http://www.directemployers.org/about/>.

Ideally, the multi-media presentation will be three minutes long, but is not to exceed four minutes. The final presentation should be provided on DVD and as MP4 playable by Windows Media Player. The Department also requires that the raw editable file format and all corresponding image files be provided on disk upon completion of the project and before final payment is received.

The Department requires that each of the campaign components includes two distinct concept drafts and at least three rounds of proofs for each of the following three phases;

- Concept
- Design
- Writing

All proofs are to be provided in PDF format. Subsequently, all requested changes will be indicated in a marked-up PDF document and sent back to the Contractor for revision. The Department requires that a final, high-resolution color-print or hard-copy proof of each campaign component be provided prior to sign-off. The Department may request at any time a hard-copy proof, not to exceed two for each of the campaign components (12 total). All proposals should include costs for printed proofs.

The Department's Business Services Marketing Manager will manage all printing of the campaign components and does not require the winning firm to provide printing services or obtain print bids. However, all digital files for print should be provided prepress-ready (100% size at 300dpi). Design files must be provided in Adobe InDesign or PhotoShop and must be produced in a timely, efficient manner, as specified in the contract.

The Department's Business Services Marketing Manager will work directly with the Contractor to ensure the messaging is on point. All products including native design files and photographs, whether stock photography or custom, will be the property of the Department and should be licensed as such from the contract's onset. All work is subject to alterations both during and after the contractual time. Proposals must include travel to and from Olympia as well as travel expenses for on-location site visits to WorkSource facilities.

1.3 QUALIFICATIONS

Minimum Qualifications:

- a. Be licensed to do business in the state of Washington.
- b. Have at least five (5) years of experience and possess a portfolio of past work in each of the following creative disciplines:
 - Graphic design
 - Multi-media production
 - Web design and development
 - Copy and script writing

Desirable Qualifications

- a. Demonstrated superior creative writing and editing skills.
- b. Demonstrate the ability to quickly assimilate information and restructure the language to tell a compelling story that resonates with a desired target audience.
- c. Demonstrate strong conceptual thinking and problem solving ability.

1.4 FUNDING

The Department has budgeted an amount not to exceed sixty thousand dollars (\$60,000) for this project. Proposals in excess of \$60,000 will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent on the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about February 11, 2010, and to end on December 31, 2010, with the majority of the work required to be completed between February 11, 2010, and April 16, 2010. Amendments extending the period of performance, if any, shall be at the sole discretion of the Department.

1.6 CONTRACTING WITH CURRENT OR FORMER STATE EMPLOYEES

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Proposers should familiarize themselves with the requirements prior to submitting a proposal that includes current or former state employees.

1.7 DEFINITIONS

Definitions for the purposes of this RFP include:

Department - The Employment Security Department is the agency of the State of Washington that is issuing this RFP.

Apparent Successful Contractor – The consultant selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

Consultant – Individual or company submitting a proposal in order to attain a contract with the Department.

Contractor – Individual or company whose proposal has been accepted by the Department and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

1.8 ADA

The Department complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the Department for this procurement. All communication between the Consultant and the Department upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Curt Wilson, RFP Coordinator
E-Mail Address	cwilson@esd.wa.gov
Mailing Address	PO Box 9046
Physical Address for Delivery	212 Maple Park Drive
Phone Number	360.902.9391
Fax Number	360.902.9351

Any other communication will be considered unofficial and non-binding on the Department. Consultants are to rely on written statements issued by the RFP Coordinator - Curt Wilson. Communication directed to parties other than Curt Wilson may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	Jan. 6, 2010
Question & answer period	Jan. 7 – Jan. 11, 2010
Issue addendum to RFP (if applicable)	Jan. 12, 2010
Proposals due	Jan. 19, 2010
Evaluate proposals	Jan. 20, 2010
Conduct oral interviews with finalists, if required	Jan. 21, 2010
Announce “Apparent Successful Contractor” and send notification via fax or e-mail to unsuccessful proposers	Jan. 22, 2010
Hold debriefing conferences (if requested)	Jan. 25, 2010
Negotiate contract	Jan. 26, 2010
File contract with OFM (if required)	Jan. 27, 2010
Begin contract work	Feb. 11, 2010

The Department reserves the right to revise the above schedule.

2.3 PREPROPOSAL QUESTIONS AND ANSWERS

The Department will be bound only to the Department's written answers to questions. Questions arising via communication with the RFP Coordinator, Curt Wilson, will be documented, answered in written form, and posted on the Washington's Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webs/>. A copy of the questions and answers will be sent to each prospective Proposer that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement. Any oral responses given at the preproposal conference shall be considered unofficial.

2.4 SUBMISSION OF PROPOSALS

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator, Curt Wilson, no later than 5:00 p.m., Pacific Standard Time, in Olympia, Washington, on January 19, 2010.

Proposals must be submitted electronically as an attachment to an e-mail to the RFP Coordinator, Curt Wilson, at the e-mail address listed in Section 2.1. Attachments to e-mail shall be in Microsoft Word format or PDF. Zipped files cannot be received by the Department and cannot be used for submission of proposals. The cover submittal letter and the Certifications and Assurances form must have a scanned signature of the individual within the organization authorized to bind the Consultant to the offer. The Department does not assume responsibility for problems with Consultant's e-mail. If the Department's email is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the Department's e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the Department and will not be returned.

PORTFOLIO:

Consultants are required to submit a portfolio of previously contracted work reflecting to the scope of work outlined in section 1.2. Portfolios should be provided in a standard digital file format (PDF, MP4, Flash or HTML), and should be included in the same email as the proposal either as an attachment or as Web hyperlink. The size of the email, including all attachments, is not to exceed 30mb. If the consultant's portfolio will cause the email to exceed 30mb, arrangements should be made to mail a CD containing the consultant's portfolio to the RFP Coordinator, Curt Wilson, at the address noted in Section 2.1. The envelope should be clearly marked to the attention of Curt Wilson, Business Services Marketing Manager. Portfolios submitted on disk must be received no later than 5:00 p.m., Pacific Standard Time, in Olympia, Washington, on January 19, 2010.

Late portfolios will not be accepted and will be automatically disqualified from further consideration, unless the Department's mail service is found to be at fault. All CD's become the property of the Department and will not be returned. Consultants mailing portfolios on disk should allow normal mail delivery time to ensure timely receipt of their portfolio. Consultants assume the risk for the method of delivery chosen. The Department assumes no responsibility for delays caused by any delivery service. Consultants should not send original samples or hard copies of portfolio work.

Note: *The Department retains the right to request original samples or hard copies of portfolio work from the top candidates. The Department will return all requested samples upon completion of the review process.*

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the Department. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Commissioner of the Department, or her Designee, and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW). Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," the Department will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the Department shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published on the Washington's Electronic Business Solution (WEBS) website at <https://fortress.wa.gov/ga/webs/>. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you obtained this RFP by any other method, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

The Department also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award and proposals will not be rejected or considered non-responsive on that basis.

The established annual procurement participation goals for MBE is 10% and for WBE, 4%, for this type of project. These goals are voluntary. For information on certified firms, consultants may contact OMWBE at 360/753-9693 or <http://www.omwbe.wa.gov>.

2.8 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by Department from the due date for receipt of proposals.

2.9 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator, Curt Wilson to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The Department also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10 MOST FAVORABLE TERMS

The Department reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The Department does reserve the right to contact a Consultant for clarification of its proposal.

The apparent successful contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the Department.

2.11 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The Department will review requested exceptions and accept or reject the same at its sole discretion.

2.12 COSTS TO PROPOSE

The Department will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13 NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the Department to contract for services specified herein.

2.14 REJECTION OF PROPOSALS

The Department reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15 COMMITMENT OF FUNDS

The Commissioner of the Department or her delegate are the only individuals who may legally commit the Department to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16 INSURANCE COVERAGE

The Contractor is to furnish the Department with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Contractor shall, at its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Department within fifteen (15) days of the contract effective date.

Liability Insurance

- 1) Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.

Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

- 2) Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

Employers Liability ("Stop Gap") Insurance: In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Additional Provisions

Above insurance policy shall include the following provisions:

1. **Additional Insured.** The State of Washington, Employment Security Department, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.
2. **Cancellation.** State of Washington, [agency name], shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
3. **Identification.** Policy must reference the State's contract number and the agency name.
4. **Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Employment Security Department Risk Manager, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC
5. **Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal;
3. Management Proposal; and,
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Consultant does not have a UBI number, the Consultant must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm’s governing board as of the date of the proposal. Include their position and responsibilities within the Consultant’s organization. If following a review of this information, it is determined by the Department that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. Work Plan** - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of Department staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Portfolio of Work** - Include a portfolio of work reflective of the following creative disciplines. See section 2.4 PORTFOLIO, for submittal instructions.
 - Campaign concept
 - Three direct-mail postcards
 - One design template for a Web campaign landing page and up to 9 sub pages
 - One e-blast news template
 - One 31" x 90" display poster design
 - One 3-minute multi-media presentation
- D. Project Schedule** - Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided based on the time timeline provided in Section 1.2.
- E. Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. Staff Qualifications/Experience** - Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide background information or a resume for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The

Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the Department.

B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Graphic design
 - Multi-media production
 - Web design and development
 - Copy and script writing
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

D. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to the Department to contact the references and others who may have pertinent information regarding the Consultant's qualifications and experience to perform the services required by this RFP. Do not include current Department staff as references. References will be contacted for the top-scoring proposal(s) only.

E. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project. For information: <http://www.omwbe.wa.gov>.

3.4 COST PROPOSAL

The maximum fee for this contract must be Sixty Thousand Dollars (\$60,000) or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources. The intent is to award a fixed price contract.

A. Identification of Costs (SCORED)

Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, as applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the Department, which will determine the ranking of the proposals.

Items in Section 3, Proposal Contents, marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

The Department, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant’s proposal.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 35%	70 points
Project Approach/Methodology	15 points (maximum)
Quality of Work Plan	20 points (maximum)
Portfolio Review	15 points (maximum)
Project Schedule	10 points (maximum)
Project Deliverables	10 points (maximum)
Management Proposal – 30%	60 points
Project Team Structure/	
Internal Controls	15 points (maximum)
Staff Qualifications/Experience	15 points (maximum)
Experience of the Consultant	30 points (maximum)
Cost Proposal – 35%	70 points
<hr/>	
GRAND TOTAL	200 POINTS

Department reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of the Department and the state of Washington.

4.3 ORAL PRESENTATIONS MAY BE REQUIRED

The Department may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the Department will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

The oral presentation will determine the apparent successful contractor.

4.4 NOTIFICATION TO PROPOSERS

The Department will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

4.5 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Consultant. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Olympia, Washington on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the request.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm's proposal;
- Critique of the proposal based on the evaluation;
- Review of proposer's final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6 PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the Department's Contracts Office. Protests must be received by the Department's Contracts Office no later than 4:30 PM, local time, in Olympia, Washington on the third business day following the debriefing. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the RFP number, grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests must be addressed to the Contracts office as follows:

Contracts Office
Employment Security Department

P.O. Box 9046
Olympia, WA 98506-9046

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or Department policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) Department's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the Department. The Department's Commissioner or an employee delegated by the Commissioner who was not involved in the procurement will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the Department's action; or
- Find only technical or harmless errors in the Department's acquisition process and determine the Department to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the Department options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the Department determines that the protest is without merit, the Department will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Personal Service Contract Format including General Terms and Conditions (GT&Cs)

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Department without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the Department will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Department, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the Department the right to contact references and others, who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.
10. I/we declare, by submission of this proposal, that we are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

We (circle one) **are / are not** submitting proposed Contract exceptions. (See Section 2.10, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement. *If electronic, also include:* We are submitting a scanned signature of this form with our proposal.

Signature of Proposer

Title

Date

ESD CONTRACT NO. _____ OTHER PARTY NO. _____

**CONTRACT BETWEEN
WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT
AND
[INSERT CONTRACTOR'S LEGAL NAME]**

This Contract is made and entered into by and between the Washington State Employment Security Department, hereinafter called "ESD", located at *[NOTE: Insert ESD division and mailing address. Delete this note when done.]*, and *[NOTE: Insert Contractor's legal name. Delete this note when done.]*, hereinafter called "Contractor", at *[NOTE: Insert Contractor's address. Delete this note when done.]*.

PURPOSE

It is the purpose of this Contract to *[NOTE: provide a brief, general description of the purpose of the Contract. For example, "It is the purpose of this Contract to conduct a training class for ten employees of the Employment and Training Division in the use of Microsoft Word software." Or, "It is the purpose of this Contract to have the Contractor conduct a study of _____, and to provide a report of said study to ESD." Delete this note when done.]*.

In consideration of the terms and conditions contained herein, including attached exhibits, the parties mutually agree as follows:

CONTRACT MANAGEMENT

ESD's Program Manager, or his/her successor shall provide the Contractor the assistance and guidance necessary for the performance of this Contract. ESD's Program Manager shall be responsible for the review and acceptance of the Contractor's performance, deliverables, invoices and expenses, and accepting any reports from the Contractor.

ESD Program Manager responsible for management of this Contract is:

Name:	<u>Curt Wilson</u>
Title:	<u>Business Services Marketing Manager</u>
Telephone Number:	<u>360-902-9391</u>
FAX Number:	<u>360-902-9315</u>
E-mail:	<u>cwilson@esd.wa.gov</u>

Contractor staff member responsible for management of this Contract is:

Name: _____

Title: _____
Telephone Number: _____
FAX Number: _____
E-mail: _____

STATEMENT OF WORK

The Contractor shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit A, Statement of Work, attached hereto and incorporated herein.

[NOTE: The Statement of Work (SOW) is the most important part of the Contract. In this case "thorough" and "complete" are the watchwords. One method to assure that you have a complete SOW is to ask the traditional questions: How, Who, What, When, Where, and Why. You need to create a clear understanding between you and the Contractor as to Who will do What, When and Where, Why it will be done, and How it will be done. Use simple, straightforward language. A clear, concise and thorough Statement of Work can prevent possible disputes. Always remember: The Contract must be auditable. Link the work to the payment. The SOW can be incorporate herein or as Exhibit A. If you incorporate the SOW herein, please make corrections to the paragraph above and the section entitled Order of Precedence. Delete this note when done.]

TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions contained in the text of this Contract instrument and the General Terms and Conditions attached hereto as Exhibit B and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Contract shall start on *[Insert start date]* or when signed by both parties, whichever is later, and end on *[Insert end date]* unless terminated sooner as provided herein.

[NOTE: By law and internal policy, Contracts must be in writing and cannot start prior to the date of execution. Only certain persons within ESD have delegated signature authority to commit ESD through the execution of Contracts. Oral agreements, or agreements to start services prior to execution of the Contract, must be avoided. Delete this note when done.]

[NOTE: Use the following paragraph only if this Contract is required to be filed with OFM. If you are not sure about this requirement, call the Contracts Office. Delete this note when done.]

Under the provisions of Chapter 39.29 RCW, this Contract is required to be filed with the state of Washington, Office of Financial Management (OFM). Contracts required to be so filed are not effective, and no work may be commenced nor payment made therefore, until ten (10) working days following the date of filing, and until approved, if required, by

OFM. ESD will, prior to the effective date of this Contract, notify the Contractor of the date this Contract was so approved and its effective date. In the event OFM fails to approve this Contract, it shall be null and void.

REPORTING

The Contractor shall provide the ESD Program Manager *[NOTE: Insert daily, weekly, monthly, or as agreed. Delete this note when done.]* status report(s) on Contract activity. *[NOTE: Identify all written reports, documents, deliverables that the Contractor must produce for you. Delete this note when done.]*

PAYMENT SCHEDULE

The parties have agreed that the total compensation including expenses payable to the Contractor, for satisfactorily accomplishing the work set forth in Exhibit A, Statement of Work, will not exceed \$*[NOTE: Enter the not to exceed amount. Delete this note when done.]*. Compensation for services shall be in accordance with the budget, Exhibit A-1, attached hereto and incorporated herein.

[NOTE: Even if you have a detailed budget, you will want to add language here or in Exhibit A as to how payments will actually be made. ESD may not pay for goods or services not received. Generally, payment is made upon completion of the Statement of Work. However, you may establish certain progress payments based on an agreed to set of deliverables, such as completion of data collection, or receipt of a draft report. The important part to remember in establishing deliverables is that they should relate to point in the progress of completion of the Statement of Work, and that ESD would receive something of value at that point if the Contract were discontinued. If you don't have a budget, strike the sentence referring to Exhibit A-1 and detail the compensation here. Include hourly rates or payments for deliverables. Delete this note when done]

[NOTE: You must include one, not both, of the following travel clauses. Delete this note when done]

The Contractor will not be reimbursed for any travel expenses. **OR**

The Contractor will be reimbursed for subsistence, lodging and point to point mileage at rates not to exceed those shown in the current State travel reimbursement rates, Schedule A, *[Insert name of Schedule A]*, and Schedule B, *[Insert name of Schedule B]*, attached hereto as Exhibit E, *[Insert name of Exhibit E]*. The maximum amount of compensation to be paid to the Contractor for such expenses shall not exceed \$*[Insert dollar amount]*, which amount is included in the compensation total above. Reimbursement by ESD for other travel expenses such as parking, taxis etc. will be in accordance with applicable receipts and justifications submitted to ESD. All travel expenses and receipts are to be included in the invoices submitted by the Contractor to ESD.

BILLING PROCEDURE

The Contractor shall submit invoices *[NOTE: Weekly, monthly – use appropriate time period. Delete this note when done.]* for services performed under this Contract on an Invoice Voucher (Form A-19) prepared in duplicate (original and one copy). Invoices shall include such information as is necessary for ESD to determine the exact nature of all expenditures, identify all personnel for whom compensation is sought, and goods or services provided to and received by ESD. ESD must receive all invoices no later than *[Insert date]. [NOTE: ESD Program Manager must be aware of fund source cut off date. If you have no fund cut off date, you may enter a date within thirty (30) days of completion of the Contract. Delete this note when done.]* Failure by the Contractor to submit the bill by the date specified above may result in non-payment. ESD shall pay the Contractor for completed and approved work within thirty (30) days of receipt of invoice.

Each invoice will clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER ESD CONTRACT NUMBER _____". The original and one copy of each invoice voucher shall be submitted to:

Employment Security Department

Attention: _____

_____, WA., 98_____

Payment for work performed shall be made in accordance with *[NOTE: specify payment based upon satisfactory acceptance of each deliverable, monthly progress payments based on work performed, payment after completion of each major part or phase of the Contract, payment at the conclusion of the contract, etc. Delete this note when done.]*

ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- 1) Applicable Federal and State Statutes and Regulations;
- 2) Those Terms and Conditions as contained in this basic contract instrument;
- 3) The General Terms and Conditions attached hereto as Exhibit B and incorporated herein;
- 4) The Statement of Work attached hereto as Exhibit A and incorporated herein; and
- 5) Any other provisions of this Contract whether incorporated by reference or otherwise.

USE AND DISCLOSURE OF INFORMATION

The Contractor shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Contractor shall not misuse any private and confidential information under this Contract. The Contractor shall not disclose any private and confidential information unless the

disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject Contractor, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law.

ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Contractor or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Contract.

[NOTE: Signatures must not be on a page alone. Delete note when done]

[Insert other party's legal name.]

Washington State
Employment Security Department

By: _____

By: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Attachments:

- Exhibit A** **Statement of Work *(If required)***
- Exhibit B** **General Terms and Conditions**
- Exhibit C** **Certification Regarding Lobbying**
- Exhibit D** **Certification Regarding Debarment and Suspension**
- Exhibit E** **State Travel Reimbursement Information *(If required)***

EXHIBIT B

GENERAL TERMS AND CONDITIONS INDEX

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GENERAL TERMS AND CONDITIONS

PART I - DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- A. "CLIENT" shall mean any agency, firm, organization, individual or other entity applying for or receiving services under this Contract.
- B. "CONTRACTOR" shall mean that agency, firm, organization, individual or other entity performing services under this Contract. It shall include any SUBCONTRACTOR retained by the prime contractor as permitted under the terms of this Contract.
- C. "AGENCY" shall mean the Employment Security Department of the state of Washington, any division, section, office, unit or other entity of that Agency or any of the officers or other officials lawfully representing the Agency.
- D. "MINORITY BUSINESS ENTERPRISE," "MINORITY-OWNED BUSINESS ENTERPRISE," or "MBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more minority individuals or minority business enterprises certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- E. "SUBCONTRACTOR" shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this Contract under Contract from the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" mean SUBCONTRACT(s) in any tier.
- F. "WOMEN'S BUSINESS ENTERPRISE," "WOMEN-OWNED BUSINESS ENTERPRISE," or "WBE" shall mean a business organized for profit, performing a commercially useful function, which is legitimately owned and controlled by one or more women or women's business enterprises certified by the Office of Minority and Women's Business Enterprises. The women owners must be United States citizens or lawful permanent residents.

PART II - GENERAL CONDITIONS

A. ACCEPTANCE

It is understood and agreed by and between the Agency and the Contractor that the Contractor's payment is conditioned upon satisfactory performance and acceptance by the Agency. The Agency reserves the right to withhold payment of any deliverable contingent upon acceptance of the deliverable by the Agency. If defects preventing acceptance of a deliverable are present, the Agency shall immediately notify the Contractor in writing of the nature of the defects and the method of remedy of those defects. The Contractor will take timely action to remedy defects as to permit acceptance of the subject deliverable. Notwithstanding the other provisions of this Contract, the Agency shall not unreasonably withhold acceptance of a deliverable nor reimbursement of the Contractor.

B. ACCESS TO RECORDS AND FACILITIES / AUDITS

The Office of the State Auditor, federal auditors, the Comptroller General of the United States, and any persons duly authorized by the Agency shall have full access to and the right to examine and copy any or all books, records, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Contractor. The Contractor shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Subcontractors also maintain records that are auditable. Access shall be at all reasonable times not limited to the required retention period but as long as records are retained, and at no additional cost to the Agency.

C. ADVANCE PAYMENTS PROHIBITED

No payment in advance or in anticipation of services or supplies to be provided by this Contract shall be made by the Agency. In cost reimbursement contracts, the Contractor shall be entitled only to reimbursement for expenses incurred during the contract period for work accomplished as provided elsewhere in this Contract. In fixed unit price contracts, the Contractor shall be entitled only to payment for work accomplished during the contract period and in accordance with the terms of this Contract.

D. ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

E. ASSURANCES

The Agency and the Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

If this Contract is funded by the Workforce Investment Act (WIA), the Contractor shall conduct the program in accordance with the existing or hereafter amended WIA, the U.S. Department of Labor's regulations relating to WIA, and the Washington State WIA Provisions.

Assurances Under Title I of WIA

As a condition to the award of financial assistance from the Department of Labor under Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIA Title I – financially assisted program or activity;

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title

I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

F. ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

G. CHANGES AND MODIFICATIONS

1. The Agency or Contractor may, from time to time, request changes in the services to be performed, or in the project undertaken. Such changes, including any increase or decrease in the amount of payment or reimbursement, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written modifications to this Contract.
2. The Contractor may make changes to the budget, without a formal modification to the contract and without securing the prior approval of the Agency, under the following conditions:
 - a. The revisions must not result in the need for additional funding.
 - b. Such changes must not alter the scope of the Contract's Statement of Work and must not be prohibited by applicable federal or state statutes or regulations.
 - c. No transfers are allowed from the training category or direct payments to trainees to other expense categories without a formal contract modification.
 - d. The Contractor may vary actual expenditures within the major cost categories of the budget without securing the prior approval of the Agency when such variances do not exceed ten percent (10%) of the total costs originally budgeted in that category. Such variances may be between line items only and may not alter the total amount of money originally budgeted in the major cost category. The Contractor will send written notices of such changes to the Agency.
3. Alteration of the terms of this Contract shall be valid only when in writing and signed by the authorized representatives of the parties.

H. COMMENCEMENT OF CONTRACT WORK

Unless specifically exempted, the state of Washington Office of Financial Management (OFM) requires that all sole source personal service contracts and amendments thereto and competitively bid personal service contracts for management consulting, organizational development, marketing, communications, employee training and employee recruiting be approved by OFM to become

binding. The personal service contract and amendments thereto must be filed with OFM at least ten (10) working days prior to the effective date. No work may be performed nor any payment be rendered or obligation for future payment be incurred prior to the completion of the ten (10) working day period and approval of OFM.

I. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the Agency that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agency makes any determination under this clause shall be an issue and may be reviewed as provided in the DISPUTES clause of this Contract.

J. CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

K. CONTRACTOR REGISTRATION

The Contractor agrees to complete registration with the Department of Revenue, Department of Labor and Industries New Account Division and Employment Security Tax Administration by having filed a master business application prior to the execution of this Contract and to pay any taxes, fees, or deposits required by the state as a condition of providing services under this Contract. Contractor will provide the Agency with its Washington Unified Business Identifier (UBI) number and its Washington Department of Revenue tax account number, and, if applicable, its Labor and Industries account number and its Unemployment Insurance tax number, if registration with these agencies occurred prior to January 2, 1987. Required information will be provided prior to the Contractor commencing services under this Contract.

L. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under this Contract, but that incorporate preexisting materials not produced under this Contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Agency shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

M. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover by other means the full amount of such commission, percentage, brokerage or contingent fees. In no event shall the Agency be liable for any brokerage or contingent fees.

N. DEBARMENT AND SUSPENSION

The Contractor has provided, in Exhibit D to this Agreement, its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549, and "Debarment and Suspension, codified at 29 CFR part 98.

O. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

P. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

Q. DUPLICATION OF BILLED COSTS

The Contractor shall not bill the Agency for costs if the Contractor is being paid by another funding source for those same costs. Workforce Investment Act (WIA) costs are defined as any (1) administration, (2) direct training or (3) training related or supportive service charges.

R. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

S. INDEMNIFICATION, INSURANCE AND BONDING

1. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the state of Washington, the Agency, and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of this Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any Subcontractor, or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any Subcontractor's performance or failure to perform this Contract. Contractor's obligation to indemnify, defend and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees or officials.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

2. The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:
 - a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of Contract activity but no less than One Million dollars (\$1,000,000) per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
 - b. Automobile Liability. In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

One Millions dollars (\$1,000,000) per occurrence, using a Combined Single Limit for bodily injury and property damage
 - c. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/policies. All policies shall be primary to any other valid and collectable insurance. Contractor shall instruct the insurers to give Agency thirty (30) days' advance notice of any insurance cancellation.
3. In the event the Contractor has been designated an agent for receiving or disbursing funds from the Agency, or where the Contractor has been furnished property in which the Agency has title in order to perform the responsibilities under this Contract, the Contractor shall ensure that:
 - a. Every officer, director or employee who is authorized to act on behalf of the Contractor or any Subcontractors for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks or other instruments of payment for program costs is bonded to provide protection against loss.
 - 1) Fiduciary bonding secured pursuant to this Contract must have coverage of One Hundred Thousand dollars (\$100,000) or the highest planned advance or reimbursement for the program year.
 - 2) The Agency will require proof of fiduciary bonding and insurance coverage. The Contractor will provide copies of bonding and insurance instruments or certifications of same from the bonding/ insurance issuing agency. The copies or certifications will show the bonding or insurance coverage, who is covered, and the amounts.

4. If self-insured, the Contractor warrants that it will maintain coverage sufficient to cover any liability specified above that may arise from the performance of this Contract, and that the Contractor's Risk Officer or appropriate individual will provide to the Agency evidence of such insurance.
5. The Contractor will provide the Agency with a copy of the applicable insurance facesheet(s) or certification of self-insurance reflecting these coverage's and limits defined in this section. Insurance coverage(s) must be effective no later than the effective date of this Contract and for the term of this Contract. Contractor shall submit renewal certificates as appropriate during the term of this Contract.

T. INDEPENDENT CAPACITY OF CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as, nor claim to be an officer or employee of, the Agency or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

U. INFORMATION TECHNOLOGY RESOURCES

All WorkSource partners, customers and WIA service providers are required to conserve and protect state resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of state information resources and systems. Active compliance with this requirement will limit risk and liability for WorkSource partners and customers, as well as individual employees.

All WorkSource partners, customers and WIA service providers must conform to WIA Policy #3460 and ESD Policy and Procedure #2016, each of which is hereby incorporated by reference when using ESD-provided state-owned information technology resources.

V. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund.

The Agency may:

- Deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Agency under this Contract; and
- Transmit the deducted amount to the Department of Labor and Industries (L&I), Division of Insurance Services.

This provision does not waive any of L&I's right to collect from the Contractor.

W. LICENSING AND ACCREDITATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Contract.

X. LIMITATION OF SIGNATURE AUTHORITY

Only the Commissioner or Commissioner's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the Commissioner or Commissioner's delegate.

Y. LOBBYING ACTIVITIES

The Contractor has provided, in Exhibit C to this Agreement, its certification that it is in compliance with the requirements of 29 CFR Part 93, restricting lobbying activities. The Contractor shall also make available upon request required disclosure information if the Contractor participates in lobbying activities during the Contract period.

Z. MAINTENANCE OF EFFORT

The Contractor shall ensure the following:

- That funds for training programs do not impair existing contracts for services, or result in the substitution of Federal funds for other funds in connection with work to be performed, including services normally provided by temporary, part-time or seasonal workers, or through subcontracting such services; and
- That funds for training programs result in an increase in employment and training opportunities over those which would otherwise be available.

AA. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity funded in whole or in part by

this Contract on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The Contractor shall comply with the nondiscrimination and equal opportunity laws described in Section 188 of WIA of 1998, including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972; and the Americans with Disabilities Act of 1990.

The Contractor must not discriminate in any of the following areas:

- Deciding who will be admitted, or have access, to any WIA Title I - financially assisted program or activity;
- Providing opportunities in, or treating any person in regard to, such a program or activity; or
- Making employment decision in the administration of, or in connection with, such a program or activity.

The Contractor also ensures that it will comply with 29 CFR, Part 37; including the Methods of Administration (MOA) developed by the state of Washington Employment Security Department and any WIA policies and procedures issued.

The Contractor shall promptly notify the State Equal Opportunity (EO) Officer at the Employment Security Department of any administrative enforcement actions or lawsuits filed against it alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, or political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity. The State EO Officer will notify the Director, Civil Rights Center (CRC), Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor.

The Contractor shall post the attached "Equal Opportunity is the Law" notice prominently in reasonable numbers and places; shall disseminate the notice in internal memoranda, other written or electronic communications; shall include the notice in handbooks or manuals; make the notice available during orientations and to each participant. A signed copy of the notice will also be made a part of the participant's file. All medical information and/or information regarding a participant's disability must be kept confidential and maintained in a file that is separate from the participant's file.

The Contractor shall include the following Equal Opportunity tagline in recruitment brochures and other materials that are ordinarily distributed or communicated in written and/or oral form, electronically and/or on paper, to staff, clients, or the public at large, to describe WIA Title I financially assisted programs or activities:

“*[Insert name of Organization]* is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons with disabilities.”

In the event that one of the parties hereto refuses to comply with the above provision, the TERMINATION, SUSPENSION AND REMEDIES clause (Section NN) may be utilized.

BB. PATENT RIGHTS

The Agency retains the entire right, title and interest to each invention developed during the performance of Contract services. The Agency shall receive prompt, written notice of each notice or claim of patent infringement received by the Contractor with respect to patents developed during its performance of Contract services.

CC. PELL GRANTS

If this Contract is WIA funded and involves participant training at institutions that are certified to participate in student financial aid, as appropriate the Contractor shall incorporate the use of Pell Grants to offset the costs of training, such as tuition, books, supplies, transportation, child care, miscellaneous expenses, and/or special costs for disabled participants. (Department of Labor Information Notice 25-89, dated April 9, 1990.)

DD. PRICE WARRANT

The Contractor warrants that the cost charged for services under the terms of this Contract are not in excess of those charged any other client for the same services performed by the same individuals.

EE. RECORD RETENTION

Contractor shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract, including participant data for a period of three (3) years after final payment under this Contract if WIA funded, or six (6) years from termination of the Contract if non-WIA funded. Records shall be retained beyond the above referenced retention periods if litigation or audit is begun prior to the end of the

period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

Records regarding discrimination complaints under WIA and actions taken thereunder shall be maintained for a period of not less than three (3) years from the date of resolution of the complaint.

FF. SAFEGUARDING OF CLIENT INFORMATION

The use or disclosure by any party of any information concerning a program recipient or client for any purpose not directly connected with the administration of the Agency's or the Contractor's responsibilities with respect to contracted services provided under this Contract is prohibited except by written consent of the recipient or client, his/her attorney or his/her legally authorized representative.

The Contractor shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Contractor shall not disclose or misuse any private and confidential information under this Contract unless the disclosure is authorized by law. The misuse or unauthorized release of private and confidential information shall subject contractor, its employees or agents to a civil penalty of Five Thousand dollars (\$5,000) and other applicable sanctions under state and federal law (50.13 RCW).

GG. SALARY AND BONUS LIMITATIONS (NOT APPLICABLE TO VENDORS)

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from sub-recipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter number 5-06 for further clarification.

The incurrence of costs and receiving reimbursement for these costs under this award certifies that your organization has read the above special condition and is in compliance.

HH. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

II. SINGLE AUDIT ACT REQUIREMENTS

If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, Employment Security Department, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are sub-recipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor expends \$500,000 or more in federal awards during the Contractor's fiscal year, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to the Contracting Officer named in this Contract the audit report and other appropriate documentation as required in OMB Circular A-133.

JJ. SITE SECURITY

While on Agency premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

KK. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The Contractor shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

LL. SUBCONTRACTING

The Contractor shall not subcontract work or services contemplated under this Contract and/or use an outside consultant except as provided for in the Statement of Work without obtaining the prior written approval of the Agency for the authority

to enter into subcontracts. Contractor acknowledges that such approval for any subcontract does not relieve the Contractor of its obligations to perform hereunder. The Agency retains the authority to review and approve or disapprove all subcontracts. At the Agency's request, the Contractor will forward copies of subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts.

For any proposed Subcontractor the Contractor shall:

1. Be responsible for Subcontractor compliance with these General Terms and Conditions and the subcontract terms and conditions; and
2. Ensure that the Subcontractor follows the Agency's reporting formats and procedures as specified by the Agency.

MM. TAXES

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor staff be the sole liability of the Contractor.

NN. TERMINATION, SUSPENSION AND REMEDIES

1. Termination or Suspension for Cause

In the event the Agency determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, the Agency has the right to suspend or terminate this Contract. Before suspending or terminating this Contract, the Agency may, at its sole discretion, notify the Contractor in writing of the need to take corrective action. If corrective action is not taken the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time.

The Agency reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate this Contract. A termination shall be deemed to be a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

The Agency reserves the right to immediately suspend all, or part of, this Contract, and to withhold further payments, or to prohibit the Contractor from incurring additional obligations of funds when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Contractor under this Contract.

2. Termination for Funding Reasons

The Agency may unilaterally terminate this Contract in the event that funding from federal, state or other sources becomes no longer available to the Agency or is not allocated for the purpose of meeting the Agency's obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Contractor.

3. Termination for Convenience

Except as otherwise provided in this Contract, the Agency may, by ten (10) days' written notice, beginning on the second day after mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the Agency shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

OO. **TERMINATION PROCEDURE**

Upon termination of this Contract, the Agency, in addition to any other rights provided in this Contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the TREATMENT OF ASSETS clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency and the amount agreed upon by the Contractor and the Agency for (1) completed work and service(s) for which no separate price is stated; (2) partially completed work and services; (3) other property or services which are accepted by the Agency; and (4) the protection and preservation of property, unless the termination is for default, in which case the Agency shall determine the extent of liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the DISPUTES clause of this Contract. The Agency may withhold from any amounts due to the Contractor such sum as the Agency determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by the Agency, the Contractor shall:

1. Stop work under this Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of work under this Contract as is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agency, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent the Agency may require, which approval or ratification shall be final for all purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agency any property which, if the Contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

PP. TREATMENT OF ASSETS

1. Title to all property furnished by the Agency shall remain in the Agency. Title to all property purchased by the Contractor the cost of which the Contractor has been reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. The title shall only pass to the Contractor if the Agency specifically agrees to grant title in this Contract for asset(s) purchased.
2. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.

3. Property will be returned to the Agency in like condition to that in which it was furnished to the Contractor, normal wear and tear excepted. The Contractor shall be responsible for any loss or damage to property of the Agency in the possession of the Contractor which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain said property in accordance with sound management practices.
4. If any Agency property is damaged or destroyed, the Contractor shall notify the Agency and shall take all reasonable steps to protect that property from further damage.
5. The Contractor shall surrender to the Agency all property of the Agency upon completion, termination or cancellation of this Contract.
6. All reference to the Contractor under this clause shall include any employees, agents or Subcontractors.

QQ. USE OF NAME PROHIBITED

The Contractor shall not in any way contract on behalf of or in the name of the Agency. Nor shall the Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Agency.

RR. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representative of the Agency.

SS. ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

TT. CLEAN AIR ACT

The Contractor shall comply with all applicable standards. Orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738,

and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

UU. DAVIS-BACON ACT

The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by Grantees and subgrantees when required by Federal grant program legislation.

VV. COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).



**STATE OF WASHINGTON
EMPLOYMENT SECURITY DEPARTMENT
PO Box 9046 Olympia, WA 98507-9046**

EQUAL OPPORTUNITY IS THE LAW

29 CFR Part 37.30

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases:

Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and

Against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within one hundred eighty (180) days from the date of the alleged violation with either: the recipient's Equal Opportunity Officer (or person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until ninety (90) days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within ninety (90) days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within thirty (30) days of the ninety- (90-) day deadline (in other words, within one hundred twenty (120) days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within thirty (30) days of the date on which you received the Notice of Final Action.

EXHIBIT C

Certification Regarding LobbyingAPPENDIX A TO TITLE 29, PART 93 - CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Contractor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, that submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

EXHIBIT D

Certification Regarding Debarment and SuspensionAPPENDIX A TO TITLE 29, PART 98 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION - *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

1. The undersigned (i.e., the Contractor signatory) certifies, to the best of his or her knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and,
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal (or plan).

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED